Ry. Co. v. *Minnesota,* 134 U. S. 418. A law imposing a penalty upon a railroad for refusing to give baggage-checks may be a proper regulation. *McGowan* v. *Wilmington, etc. R. Co.,* 95 N. C. 417, *27 Am. and Eng. R. Cases,* 64; *Missouri Pacific R. Co.* v. *Humes,* 115 U. S. 512, *22 Am. and Eng. R. Cases,* 557. One requiring free transportation of passengers would not be valid. The reasoning of the court in the principal case is not convincing in thus holding an invalid requirement to be valid when designated as part of a penalty.

CARRIERS—WAIVER OF STIPULATIONS AS TO SUITS.—Plaintiff seeks to recover the value of a mule which was delivered by defendant to a connecting carrier in an injured condition and which was, therefore, killed by the latter. Plaintiff filed his claim with the connecting carrier which transmitted it to defendant. Five months later defendant returned it to the second carrier, asking that it be withdrawn. About forty days later, plaintiff wrote defendant in regard to the claim and was informed that it had been returned to the second carrier. A term in the contract limited the right to bring suit to six months from the time the action accrued. *Held,* the delay by the defendant in handling the claim operated as a waiver of this stipulation. *Howze* v. *New Orleans and N. E. R. Co.* (1908), — Miss. —, 45 So. Rep. 837.

By stipulation in the contract, the carrier frequently secures the right to notice before unloading injured shipments, or within a certain time in case of loss or damage or before commencing suit; and these contracts if reasonable, are held valid by the great weight of authority. HUTCHINSON ON CARRIERS (3d. Ed.), § 442 and cases cited. The stipulation is for the benefit of the carrier and may be waived expressly or by conduct inconsistent with an intent to rely on it. *Soper* v. *Ry Co.,* 113 Mich. 443; *Railway Co.* v. *Grimes,* 71 Ill. App. 397; *Hess* v. *The Ry. Co.,* 40 Mo. App. 202. The courts are exceedingly liberal in finding such waivers as a matter of law, *Frankfurt.* v *Weir,* 83 N. Y. Supp 112; *Railway Co.* v. *Jacobs,* 70 Ark 401; *Wabash Ry. Co.* v. *Brown,* 152 Ill. 484; *Railway Co.* v. *Reeves,* 97 Va. 284. But where, as in the principal case, the stipulation is that suit shall be commenced within a limited time, the general rule is, that if the limitation is reasonable, it will be conclusive upon the owner of the goods, *Gulf, etc. Ry Co.* v. *Gatewood,* 79 Tex. 89; *Central, etc. Railroad Co.* v. *Soper,* 59 Fed. 879. Here, waiver arises only when there is conduct on the part of the carrier which may reasonably induce the shipper to believe that his claim will be paid without suit, *Railway Co.* v. *Silegman,* — (Tex. Civ. App.) —, 23 S. W. 298. Evidence of waiver of stipulated rights should be explicit, *Gault* v. *Van Zile,* 37 Mich. 22. In the principal case, it does not appear that plaintiff knew that his claim had been referred to defendant nor that defendant returned it to the second carrier, nor that defendant communicated with plaintiff at all until the time for commencing suit was past. The question may fairly be raised: was defendant's conduct in itself, sufficient to induce in plaintiff a reasonable belief that his claim would be paid without suit. It has

frequently been held that silence or delay constitutes no waiver if capable of other explanation, *Gray* v. *Blanchard,* 8 Pick. 292; *Burlington, etc. R. Co.* v. *Boestler,* 15 Iowa 559; *Selwin* v. *Garfit,* 38 Ch. D. 284.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—INDETERMINATE SENTENCE LAW.—The plaintiff in error was convicted of a felony, and sentenced, under the indeterminate sentence law of Michigan (Pub. Acts 1903, No. 136), to prison for a term of not less than one year or more than two years. At the end of the minimum term of his sentence, the pardon board refused to discharge him on parole, because it appeared that he had twice before been convicted of a felony, and the act provides that no person, who has been twice previously convicted of a felony, shall be eligible to parole. After the expiration of the maximum term named in the sentence, being still detained in prison under the claim that the law provided a maximum term of imprisonment of five years in such cases as his, which term had not yet elapsed, the plaintiff applied to the Supreme Court of Michigan for a writ of habeas corpus to obtain his discharge, and his application was denied. *Held,* that he is not imprisoned without due process of law, or denied the equal protection of the laws. (HARLAN, J., dissents). *Charles Ughbanks* v. *A. N. Armstrong, Warden of the State Prison at Jackson, Michigan* (1908), 28 Sup. Ct. Rep. 372.

The indeterminate sentence law of Michigan is valid. *In re Campbell,* 138 Mich. 597. Where the statute fixes the maximum penalty, the fixing of the maximum by the court, is surplusage. *In re Duff,* 141 Mich. 623. Such an act does not violate any provision of the Federal Constitution. *Dreyer* v. *Illinois,* 187 U. S. 71. The refusal of the pardon board to hear the prisoner's application for parole, violates no provision of the United States Constitution, for the Michigan Court has held that the granting of a parole in certain cases is not a right, but a mere favor. *People* v. *Cook,* 147 Mich. 127. It does not violate the fourteenth amendment, because that amendment does not limit the power of a state in dealing with crime committed within its borders, or with the punishment thereof. *Maxwell* v. *Dow,* 176 U. S. 581; *In re Kemmler,* 136 U. S. 436; *Caldwell* v. *Texas,* 137 U. S. 692. As to the claim of the plaintiff in error, that the act of 1905 (Pub. Acts Mich. 1905, No. 184) repealed the act of 1903, and being ex post facto, did not apply to his case, and, therefore, that he was held without any statutory authority, the Michigan court has held that the act of 1905 did not affect sentences already pronounced and in process of execution. *In re Manaca,* 146 Mich. 697; See, 5 MICH. LAW REV. 469. This decision is binding on the Federal courts. *Peik* v. *Chicago & N. W. R'y Co.,* 94 U. S. 164.

CONSTITUTIONAL LAW—CORPORATIONS—FOREIGN CORPORATIONS—EXCLUSION FOR REMOVAL OF CAUSE TO FEDERAL COURTS.—The plaintiff railroad corporations sue to enjoin the Secretary of State of Missouri from revoking their license to do business in Missouri. A statute provides that the Secretary of State shall revoke the license if the foreign corporation remove a case to the Federal Court. The railroad companies have invested heavily in the state,